

**SECTION 1**  
**PROPOSAL REQUIREMENTS**

SUBSECTION 1.01  
INVITATION FOR BIDS  
CITY OF AMARILLO, TEXAS

Invitation/Bid No.: \_\_\_\_\_

Project Description: \_\_\_\_\_

Issuing Division: \_\_\_\_\_  
— Finance, Room 303, City Hall, 378-3040  
— Public Works, Room 209, City Hall, 378-4227  
— Utilities, Room 101, City Hall, 378-4266  
— Parks and Recreation, Room 201, City Hall, 378-4290  
— Community Services, Room 206, City Hall, 378-4222  
— Public and Staff Services, Room 303, City Hall, 378-3012  
— Fire, Central Fire Station, 400 Van Buren, 378-3060  
— Police, Police Station, 200 S.E. 3rd, 378-3055

Bid Opening: 4:00 p.m., Tuesday, \_\_\_\_\_

Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return Bids To: City of Amarillo  
Purchasing Department  
Room 307  
509 East 7th Avenue  
Amarillo, Texas 79101

Mailing Address: City of Amarillo  
P.O. Box 1971  
Amarillo, Texas 79105-1971

City of Amarillo Standard Specifications and Project Plans and Bid Documents may be obtained and/or inspected at the issuing Division office or its appropriate Department.

**SUBSECTION 1.02  
NOTICE TO BIDDERS**

1. **PROPOSAL FORM:** Bidders shall use the Proposal forms included in the Proposal Requirements Section. Proposal forms shall remain attached in the Bid Book. All blank spaces for bid prices must be filled, in ink or typewritten, in both words and figures. Supplemental data to be furnished shall be included in the same sealed envelope with the proposal. Proposals submitted on any other form will not be considered. The proposal form must be signed to be considered.
2. **DELIVERY OF PROPOSAL:** The Bidder shall deliver its Bid Book containing its Proposal at the proper place by the time stated in the Invitation for Bids. Each Proposal must be submitted in a sealed envelope plainly marked with bidder's name, address, the project name and the words "PROPOSAL FOR INVITATION/BID NUMBER (bidder to insert appropriate number)." Proposals received after the specified Bid opening time shall not be considered. Proposals received by facsimile (fax) will not be considered.
3. **BIDDER'S KNOWLEDGE OF CONDITIONS:** Prior to submission of a Proposal, each Bidder shall have made a thorough inspection of each site of the Work, and to have read and made a thorough examination of the Plans, Standard Specifications, and Project Specifications. Each Bidder shall become informed as to the nature of the Work, labor conditions, and other matters that may affect the cost and time of completion of the Work. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.
4. **INTERPRETATION OF DOCUMENTS:** If any bidder contemplating submitting a Bid for the proposed Contract is in doubt as to the meaning of any part of the Plans, Project Specifications, or other proposed Contract Documents, he may submit a written request to the issuing Division project manager for an interpretation that must be received no later than six calendar days prior to the day of Bid opening. For bids received on Tuesdays, the written requests for interpretations must be received by 5:00 p.m. on the preceding Wednesday. The person submitting the request will be responsible for its prompt delivery prior to 5:00 P.M. of the end of the last calendar day allowed. Any interpretations of these documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered by facsimile machine to each bidder receiving a set of such documents. The City will not be responsible for any other explanation or interpretations. Oral explanations or instructions will not be binding.  
  
All addenda shall be acknowledged by authorized signature of the Bidder and attached to the inside front cover of the bidder's bid book that contains his proposal.
5. **UNIT PRICES AND EXTENSIONS:** In case of discrepancy between any unit price, and its extension, the unit price will be considered as the correct price to calculate its extension. Bids submitted with any bid items left blank shall not be considered.  
  
Unit prices for each individual bid item must be written in words and as numeral figures in the spaces indicated. In case of discrepancy between any written unit price and its numerical price the written unit price shall be considered correct.
6. **TIME OF COMPLETION:** Bidders shall enter their time of completion in the space provided in the Proposal if time of completion is not so specified in the Proposal. Delays in completion will subject the Contractor to liquidated damages as provided in the General Conditions and as detailed in the Special Requirements Section. Time of completion will be considered in the award of a Contract.

7. CERTIFICATE OF INSURANCE: The successful Bidder shall furnish Owner a Certificate of Insurance as required in the Agreement Requirements Section.
8. BID SECURITY: Bidders must submit Cashier's or certified check issued by a bank satisfactory to the Owner or a Bid Bond from a reliable surety company, payable without recourse to the order of the City of Amarillo, Texas in an amount not less than five percent (5%) of the Bidder's total bid submitted as a guaranty that the Bidder will enter into a Agreement, execute required Bonds and guaranty in the forms provided and provide required Certificate of Insurance within ten (10) calendar days after Notice of Award of Contract to him. Bids without required check or Bid Bond will not be considered.

On multiple project proposals, the bid bond or check amount must equal five (5) percent of the total amount bid regardless if one or more projects were bid. Only one bond or check is required when more than one project is bid on.

Checks posted by unsuccessful bidders will be returned after the project agreement has been properly executed. Checks will be returned by certified mail or may be picked up by a properly identified person after signing a receipt.

9. PERFORMANCE AND PAYMENT BONDS: For all contracts in excess of \$25,000.00, the bidder must furnish a Performance Bond and a Payment Bond, each in the amount of one hundred (100%) percent of the total contract price from a surety company, acceptable to and approved by the City, and holding a permit from the State of Texas, to act as surety. The period of the Performance Bond shall extend one year from the date of acceptance of all work performed under the Contract. When one bidder is the successful low bidder on multiple projects, Performance and Payment Bonds are required when the total amount of the multiple projects exceeds \$25,000.

Contractor shall use forms provided for Payment and Performance Bonds.

On contracts without Payment and Performance Bonds, total payment will be made when all the work is satisfactorily completed and accepted by the City. Contractor will not be paid until the Contractor submits an affidavit to Owner that all bills for labor and materials related to the work have been paid.

10. NON TEXAS RESIDENT BIDDERS: The City of Amarillo may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. This subsection does not apply to a contract involving federal funds.
11. ACCEPTANCE OR REJECTION OF PROPOSALS: The City of Amarillo reserves the right to accept or reject any or all proposals or parts of proposals and to waive any formalities and technicalities and to accept the proposal most advantageous to the City. Certain projects do require longer time periods from bid date to award. These projects will be dutifully noted in their bid books.
12. TAX EXEMPTION: Materials which are incorporated into or become part of the project(s) are exempt from sales tax. The successful low Bidder that is awarded the contract shall separate the total cost for the incorporated materials from all other cost for each project and include those amounts in the spaces provided on each project sheet provided with the agreement. The sum of the cost of materials and other cost must equal the total price bid for each project. The contract issued by the City of Amarillo shall include those separate amounts for each project. The City of Amarillo exemption certificate for materials that will only become part of each

project in the bid book shall be executed by the Contractor. The Contractor shall issue a resale certificate instead of paying the sales tax at the time of purchase.

13. CONTRACTOR FURNISHED DOCUMENTATION: The Contractor, upon award of the project, shall provide the issuing Division with all documentation necessary for the processing of the contract documents. Necessary documentation shall include, and not limited to, proper insurance certificates, contractor's statement of materials and other charges, and bonds. After all necessary documentation is received, the project contract will be executed.
14. PRECONSTRUCTION CONFERENCE: A preconstruction conference with the issuing Division project manager, Contractor, affected City Divisions, and franchised utilities will be held as soon as possible after the project contract has been executed. The notice to proceed shall not be issued until the preconstruction conference is completed.
15. INDIVIDUAL PROJECTS: All projects shall be bid as individual projects unless otherwise noted in the project bid book. Any qualifications to a proposal such as "all or none" when multiple projects are in a bid book will be sufficient reason to reject the proposal(s). The City of Amarillo reserves the right to make a single award or multiple awards on the projects individually or in any combination.

**PROPOSAL**  
**PROJECT XXX-XXXX:**  
**PROJECT DESCRIPTION**

To the City of Amarillo  
Amarillo, Texas

The undersigned Bidder hereby declares he will do all the work and provide all necessary superintendence, labor, tools equipment, machinery and apparatus, and whatever else may be necessary to complete all of the work covered by this Proposal within the time stated, in strict accordance with the Contract Documents and the requirements pertaining thereto for the following prices to wit:

Item No.	Approx. Quantity	Unit Measure	Item Written in Words	Unit Price	Total Amount Bid
1.	XX	L.F.	XXXXXXXXX _____	XX.XX	XX.XX
			_____		
2.	XX	S.Y.	XXXXXXXXX _____	XX.XX	XX.XX
			_____		

This sample first page of a proposal is provided for information only. Each project's bid book will contain a complete proposal.

**SUBSECTION NO. 1.03**  
**SPECIAL NOTICE TO BIDDERS**

"Issuing Division shall insert whatever special information is needed for this project."

**SUBSECTION 1.04  
CONTRACTOR'S PROPOSAL  
CITY OF AMARILLO, TEXAS**

The undersigned hereby declares that he has visited each site and has carefully examined the Contract Documents relating to the work covered by the bid.

Work order proposal form(s) is/are made up of individual items of materials supplied or services performed for a completed project(s). A unit price is an amount stated in the bid as a price per unit of measurement for such items. The summation of total amount bid for each item is the total cost of the project and the contract amount per project combination instructions. The City will check bid extensions and summation. Mathematical errors will be corrected by the City.

A summation proposal which may consist of more than one proposal is not made up of individual items but will consist of one all inclusive item as a lump sum for the completed project. The summation item and the project total will be the same.

Upon notice of the acceptance of this bid, the undersigned will execute the formal contract and will deliver the Performance Bond and Payment Bond, and Certificate of Insurance within ten (10) calendar days. The bid security attached, without endorsement, in the sum of not less than five percent (5%) of the total bid is to be forfeited to the City of Amarillo, Texas in the event the contract and Bonds and Certification of Insurance are not executed within the time above set forth.

The undersigned agrees to begin work within ten (10) calendar days of receipt of a notice to proceed with a crew comparable to the size of the project(s) and will proceed continuously until the final completion of the project(s).

PROJECT NO.

WORKING DAYS

\_\_\_\_\_ Working Days

Respectfully submitted,

\_\_\_\_\_  
Name of Business

By \_\_\_\_\_  
Authorized Representative-Signed      Date

\_\_\_\_\_  
Authorized Representative-Typed or printed

\_\_\_\_\_  
Business Address-complete

\_\_\_\_\_  
Phone